

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input type="checkbox"/> No		RATING		PAGE 1	
2. CONTRACT NO.		3. SOLICITATION NO. DTFAAC-11-R-00127		4. THIS IS A: SMALL BUSINESS SET-ASIDE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		5. DATE ISSUED <b>24 MAY 2011</b>	
						6. REQUISITION/PURCHASE NO.. (FAA Internal Use Only)	
7. ISSUED BY: <b>FAA, Aviation, Medical, &amp; Training Division (AMQ-310)</b> <b>6500 South MacArthur Boulevard, MPT Bldg, Rm 313</b> <b>P.O. Box 25082</b> <b>Oklahoma City, OK 73125</b>				8. ADDRESS OFFER TO (If other than Block 7) <b>FAA, MMAC</b> <b>Multi-Purpose Building Room 313</b> <b>6500 South MacArthur Boulevard</b> <b>Oklahoma City, OK 73169</b>			

**SOLICITATION: Firm Fixed Price Contract for Hazardous Material Regulation Web-Based Training Development and all Source Code and Files**

9. Offers in original and see section L copies for furnishing the supplies or services in the Schedule will be received at the place in the depository Item 8, or if hand-carried located in Room 313, Multi-Purpose Building until **3:00 pm** local time **27 JUNE 2011**  
(Hour) (Date)

**CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offerors are subject to all terms and conditions contained in this solicitation.**

10. FOR INFORMATION CALL:		A. NAME Monica Rudolph, monica.rudolph@faa.gov	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-4137
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**OFFER (must be fully completed by Offeror)**

12. In compliance with the above, the undersigned agree, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		17. SIGNATURE		18. OFFER DATE	

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION DATA	
22. RESERVED		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM
24. ADMINISTERED BY (if other than item 7) <b>FAA, AMQ Contract Management Team (AMQ-340)</b> <b>6500 South MacArthur Boulevard, MPB, Rm 313</b> <b>P.O. Box 25082</b> <b>Oklahoma City, OK 73125</b>			25. PAYMENT WILL BE MADE BY <b>FAA, Financial Operations Division (AMZ-100)</b> <b>6500 South MacArthur Boulevard</b> <b>P.O. Box 25082</b> <b>Oklahoma City, OK 73125</b>		
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA		28. AWARD DATE

**PART I - SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**  
**PRICING SCHEDULE**

**PERIOD OF PERFORMANCE: 24 WEEKS AFTER CONTRACT AWARD**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0001	<b>Work Plan and Kickoff Meeting</b> PWS Section 6, Task 1	1	lot	\$_____	\$_____ (FFP)
0002	<b>Develop Course Material</b> PWS Section 6, Task 2	1	lot	\$_____	\$_____ (FFP)
0003	<b>Deliver <u>Final</u> Course Material</b> Including Source Code PWS Section 6, Task 3	1	lot	\$_____	\$_____ (FFP)
0004	<b>Customer Support</b> PWS Section 6, Task 4	1	lot	\$_____	\$_____ (FFP)
0005	<b>Travel Expenses</b> Reimbursable in Accordance With Federal Travel Regulations PWS Section 11.0	1	lot	\$_____	\$_____ Estimate

**TOTAL PRICE \$ \_\_\_\_\_**  
**(FFP)**

**PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT****PERFORMANCE WORK STATEMENT  
HAZARDOUS MATERIALS REGULATIONS  
WEB BASED TRAINING COURSE DEVELOPMENT****1.0 BACKGROUND**

The Multi-Modal Safety Division was established in direct support of the Department of Transportation's (DOT) mission to provide economical, timely, state-of-the-art training and educational opportunities to the Hazardous Materials industry. The Division, housed within the Research and Innovative Technology Administration's (RITA) Transportation Safety Institute (TSI), serves as the primary Hazardous Materials training division for DOT. Our courses equip Hazardous Materials personnel with high performance skills needed to effectively package, mark, label and ship Hazardous Materials.

**2.0 OBJECTIVES**

There are thousands of shippers, carriers and enforcement agencies in the United States that are subject to and enforce the Hazardous Materials Regulations (HMR). Each company in the private sector assigns at least one person to be responsible for compliance with the HMR, however larger carriers usually assign several people to specific sections for more effective compliance. As the HMR are sometimes complex and non-compliance affects the carrier's safety rating, more and more shippers are turning to formalized training to avoid costly penalties, improve safety ratings and reduce accidents. Although the total potential audience is unknown, it is reasonable to assume that web based training on the HMR from TSI would be of definite interest to shippers, carriers and enforcement agencies and their thousands of employees.

**3.0 SCOPE OF WORK**

TSI has established the following training goals, which will drive the overall design of the Internet based training program:

- ☑ Training will enhance awareness of the HMR and increase knowledge of specific requirements contained in major sections;
- ☑ Training will enable users to identify and reference specific major/minor sections within the HMR according to their title and content;
- ☑ Training will enable users to acquire knowledge and skills that are necessary to comply with the HMR.
- ☑ Training must include hyper links to other documents and resources related to HMR.

The vendor will create an Internet based training course and deliver the course and source code to TSI that will instruct an audience of shipping and enforcement personnel within the private industry to comply with sections of the HMR. The following list is illustrative, but not inclusive, of all subjects that would be appropriate for training under this contract:

(contains the following 9 units (modules) that will be completed)

Unit #	Course Title
Unit 1	General Awareness and Familiarization
Unit 2	Identification of Hazardous Material
Unit 3	Packaging Operations
Unit 4	Marking of Packages
Unit 5	Labeling of Packages
Unit 6	Shipping Papers
Unit 7	Placarding
Unit 8	Segregation and Separation
Unit 9	Safety and Security

#### **4.0 LEARNING OBJECTIVES**

Training for each subject unit (module) should enable users to satisfy the following objectives. After completion of the instruction, participants should be able to:

- ☒ Comply with record-keeping requirements
- ☒ Reference and apply specific parts of the HMR
- ☒ Determine violations of the HMR
- ☒ Identify and classify Hazardous Materials according to the HMR

#### **5.0 TECHNICAL REQUIREMENTS**

##### **5.1 DESIGN OVERVIEW**

It is likely that the training program developed under this contract will represent a first-time experience with e-learning for many potential users. Accordingly, the instructional and navigational design should be sensitive to novice users.

Programs must incorporate audio/visual elements and a high level of interactivity that reinforces the content, therefore, broadband access should be considered when designing the programs. Adobe Connect will be used to host the class. Content must be developed using Adobe Presenter (Version 7) and Adobe Captivate (Version 5). All Course content must meet Section 508 Standards. Please see <http://www.section508.gov/index.cfm?fuseAction=stdsdoc> for specific guidelines. The Contractor must provide TSI with a copy of all videos, pictures and course content in its native format and TSI will retain complete ownership and data rights of completed course content. Responsibility for marketing the online course will be the sole responsibility of TSI.

##### **5.2 LEARNING ENVIRONMENT AND INTERFACE**

- a) Course will be asynchronous (self-paced).
- b) Coursework will be designed with as much interaction as possible. Correct responses will receive appropriate feedback– with appropriate subject matter elaboration.

- c) Information will be presented using a variety of multimedia approaches – including text, graphics, animation, and audio visual elements appropriate to effectively convey both training goals and learning objectives.
- d) Besides responding to interactive questions throughout the course, users will be required to complete quizzes, work projects, and a final exam.
- e) Tests and other evaluation instruments will be designed to determine comprehension of stated learning objectives related to each content area.
- f) Users must respond to each exam question before advancing to the next question.
- g) In order to receive course credit and a printed certificate of completion from TSI, users must receive a score of eighty percent (80%) or higher on final examination.
- h) The program will allow authorized users to retake the final examination with up to two (2) attempts in order to raise their final score before student's notification of failure.
- i) TSI will provide informational support regarding the content of the coursework.
- j) The vendor will provide a link to relevant printed resource materials for each session. Printed materials will be relevant to the specific coursework in progress; however, printed materials will be designed to function as future reference in compliance with the HMR. Users will be able to print relevant resource materials from the learning site.
- k) Each training section of the HMR will be in unit (module) format to allow users the ability to select, complete, and receive credit for each unit (module).
- l) Each unit will be one hour long for an approximate total of nine hours of on-line content.
- m) Adobe Connect will be used to host the class-future applications.
- n) Content must be developed using Adobe Presenter Version 7 and Adobe Captivate Version 5.
- o) Training will be provided to TSI personnel on the process of converting the course material for use in Adobe Connect. Travel will be required to the TSI location in Oklahoma City to accomplish this task.
- p) Final product will be delivered as a SWF (**Small Web Format**) The file format for playing Flash animation files (Flash movies) in addition to Flash source files. The Flash source file, which holds the timelines and multimedia elements, uses the .FLA (Flash Authoring) extension and is published to a SWF file for playback by the Flash media player.
- q) Each learning module will have at least one "Absorb" activity. Examples of these types of activities are presentations, storytelling and readings.
- r) Each learning module will have at least one "Do" activity. Examples of these types of activities are practice activities, discovery activities, games and simulations.
- s) Each Module will have at least one "Connect" activity. Examples of these types of activities are ponder activities, job aids, research activities, and original work.

### 5.3 **FEATURES**

Features within the course include, but are not limited to:

- a) Links to relevant and content-specific parts of the regulation.
- b) Library with regulations, regulatory guidance, relevant Web sites and printable resources.
- c) Engaging Interactions to apply knowledge.
- d) Case studies to apply knowledge just learned.
- e) Corrective feedback.
- f) Comment feature that automatically bookmarks where the student was at the time he encountered a question or problem.
- g) Narration – both audio and written.
- h) Mastery-based Tests.

- i) Contextual and animated graphics.
- j) Printable resources.
- k) Printable Certificate of Completion.
- l) Self-paced content
- m) The Online training modules may not contain references to, or visual suggestions of, the vendor, vendor associates or vendor partners including the use of the terms *hosted by*, *powered by* and *designed by*.

## 6.0 **DELIVERABLES**

The contractor shall perform satisfactorily at a minimum the following deliverables:

### **Task 1 - Develop a Detailed Work Plan and Attend Kickoff Meeting**

- Provide a draft and final detailed work plan containing the management approach and critical schedule needed to complete the tasks. The contractor shall participate and present the draft detailed work plan in a kickoff meeting at TSI offices with the CO and COTR. The detailed work plan shall include:
  - Timeline for rollout of deliverables, including a schedule of periodic meetings with the COTR. Meetings are to be held in Oklahoma City, OK at the TSI offices.
  - Present the draft detailed work plan at the kick-off meeting. The COTR will review and return the draft detailed work plan to the contractor with comments. Upon receiving the draft detailed work from the COTR, the contractor shall incorporate the comments and submit the final detailed work to the COTR.
  - Take minutes during all meetings and deliver them to COTR and the SME no later than one week following all meetings.
  - Present a draft Detailed Work Plan no more than fifteen (15) days after the award of the contract.
  - Including, but not limited to, key personnel attend a Kick-Off Meeting no more than fifteen (15) days after the award of the contract.

### **Task 2 – Develop the course material**

- Develop the draft modules/units:
  - showcase the vendor's asynchronous content development skills and interactive features by providing samples through a link to on-line content
  - includes test questions in various locations in the module and a final test at the end of the module
  - course content must be based on the actual HMR material provided by TSI
  - published to TSI's Connect site and must be fully functional in all regards
  - contain at least 12 different interactive elements using at least 6 different animation or interactive approaches
  - Present the draft module to the COTR in accordance with the schedule laid out in the approved work plan. The COTR will review and test the sample module and will provide comments and corrections to the contractor. Upon receiving the comments and corrections from the COTR, the contractor shall incorporate the comments and corrections and submit the corrected, sample to the COTR for approval. This cycle of submissions and approval shall continue until the module gains final approval by the COTR.

### **Task 3 –Deliver the final course material (including Source Code)**

The course material deliverable must be reviewed and approved by the COTR prior to final acceptance.

### **Task 4 – Customer Support**

**The contractor shall:**

- Develop and maintain a Frequently Asked Questions (FAQs) on-line resource for TSI employees and Users within 45 days of contract award.
- Provide initial training to current TSI employees as detailed in the work plan schedule

## **7.0 CONTRACTOR QUALIFICATIONS**

The following are the minimum professional qualification requirements for the contractor staff working on this project:

- ☐ 5 years experience as a training development vendor for internet-based training.
- ☐ 1 years experience using Adobe Connect,
- ☐ 3 years experience using Captivate(version 5), Presenter (version 7) and Flash
- ☐ 5 years of experienced in Instructional design
- ☐ 5 years of experience in Technical Writing
- ☐ 5 years of experience in Graphics

## **8.0 GOVERNMENT FURNISHED PROPERTY**

TSI will provide the vendor with the appropriate support documentation (i.e. lesson plans, slide presentations, related training materials and a printed copy of the Code of Federal Regulations) used in TSI instructor-led training for vendor's use in completion of the project.

TSI will make available a subject matter expert (SME) with decision making authority to serve as a project coordinator/manager who will coordinate closely with the Vendor's Project Manager. This SME will offer regulatory content guidance to the vendor. The SME will provide appropriate materials, review program goals and objectives, and review scripts, exams, and programs for technical accuracy as they are developed. TSI will review and approve all course content and materials to be included in the web-based training course.

## **9.0 PERIOD OF PERFORMANCE**

This Course is expected to take approximately 24 weeks to develop.  
The anticipated timeline is based on the following project phases:

<b>PHASE</b>	<b>PROJECTED TIME REQUIRED</b>
Project Kick-off	1 week
ID/Writing	4 weeks
Layout/Graphics	11 weeks
TSI Reviews	2 weeks
Mastery	2 weeks

Final TSI approval	2 weeks
Audio Narration	2 weeks

**10.0 PLACE OF PERFORMANCE**

Performance will be at the contractor's facility but attendance will be required in Oklahoma City, OK for training and the kick-off meeting as required in this Performance Work Statement.

**11.0 TRAVEL**

Travel expenses shall be reimbursable in accordance with Federal Travel Regulations. Travel expenses will be authorized for the travel required to the TSI location in Oklahoma City for the kick-off meeting and the meeting needed to train TSI personnel. Estimated expenses for all travel must be submitted to the Contracting Officer and the COTR and approved prior to actual travel.

**12.0 SECURITY**

Contractor must be escorted at all times by an FAA Employee while at FAA facilities.

**13.0 NON-PERSONAL SERVICES CONTRACT**

Personnel Supervision: This contract was not formed as nor is it to be administered or performed as a personal services contract. Accordingly, the contractor shall designate appropriate and sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of all contract personnel including, but not limited to, work assignments and performance monitoring, payroll records, leave approval and monitoring, etc. At no time will contractor personnel be supervised by FAA managers or other FAA personnel. The FAA will provide, as needed by the contractor and its employees, limited assistance in the form of technical and policy guidance through the assigned COTR.

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**PART I - SECTION D - PACKAGING AND MARKING**

N/A

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**PART I –SECTION E – INSPECTION AND ACCEPTANCE****E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA.1908**

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled.

**3.1-1 Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (April 1996)**

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**PART I - SECTION F - DELIVERIES OR PERFORMANCE****3.1-1 Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.1-9 Stop-Work Order** (October 1996)

**3.10.1-24 Notice of Delay** (February 2009)

**3.11-34 F.O.B. Destination** (April 1999)

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## **PART I - SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 OPTION TO EXTEND SERVICES (JAN 1997)**

**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services , by written notice to the contractor not later than the expiration date of the current contract period.

### **G.2 INVOICING PROCEDURES - GENERAL (JAN 2002)**

**CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-I00)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

(2) One copy to:

FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-310)  
P.O. Box 25082  
Oklahoma City, OK 73125

(3) One copy to:

TSI, Transportation Safety Institute  
Multi-Model Team RTI-30  
P.O. Box 25082  
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s)  
and  
quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

### **G.3 INCREMENTAL FUNDING (JAN 1997)**

**CLA.2604**

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

**G.4 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUNE 2006) CLA.4529**

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

**3.1-1 Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.1-22 Contracting Officer's Technical Representative** (January 2008)

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**PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007)****CLA.4531**

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

**H.2 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)****CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

**H.3 Notice of Contractor Testimony (September 2006)****CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

**H.4 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION  
OF THE CONTRACT WORK (SEPTEMBER 2006)****CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

**3.1.9-1 Electronic Commerce and Signature (July 2007)**

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract is electronic mail (e-mail).

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.

(e) The use of electronic signature technology is not authorized under this solicitation and the resulting contract.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

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**PART II - SECTION I - CONTRACT CLAUSES****3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the



contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

#### **3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)**

Funds are not presently available for performance under this contract beyond September 30<sup>th</sup>, 2011. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30<sup>th</sup>, 2011 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### **3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of

any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support

the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

### **3.5-23 Rights to Proposal Data (Technical) (January 2009)**

Except for data contained on pages \_\_\_\_\_, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government must have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_, upon which this contract is based.

### **3.6.2-14 Employment Reports on Veterans (February 2011)**

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the

contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

### **3.6.2-41 Employment Eligibility Verification (September 2009)**

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United

States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

### **3.13-1 Approval of Contract (April 1996)**

This contract is subject to the written approval of a warranted FAA Contracting Officer and shall not be binding until so approved.

### **3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon

request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-1	<b>Exclusion from Future Agency Contracts</b> (August 1997)
3.1.7-2	<b>Organizational Conflicts of Interest</b> (August 1997)
3.1.7-4	<b>Organizational Conflict of Interest</b> (February 2009)
3.2.2.3-33	<b>Order of Precedence</b> (February 2009)
3.2.2.7-6	<b>Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b> (April 2011)
3.2.2.7-8	<b>Disclosure of Team Arrangements</b> (April 2008)
3.2.4-34	<b>Option to Extend Services</b> (April 1996)
3.2.5-1	<b>Officials Not to Benefit</b> (April 1996)
3.2.5-3	<b>Gratuities or Gifts</b> (January 1999)
3.2.5-4	<b>Contingent Fees</b> (October 1996)
3.2.5-8	<b>Whistleblower Protection for Contractor Employees</b> (April 1996)
3.3.1-1	<b>Payments</b> (April 1996)
3.3.1-6	<b>Discounts for Prompt Payment</b> (April 1996)
3.3.1-8	<b>Extras</b> (April 1996)
3.3.1-10	<b>Availability of Funds</b> (April 1996)
3.3.1-15	<b>Assignment of Claims</b> (April 1996)
3.3.1-17	<b>Prompt Payment</b> (September 2009)
3.3.1-34	<b>Payment by Electronic Funds Transfer- Central Contractor Registration</b> (February 2009)
3.3.2-1	<b>FAA Cost Principles</b> (October 1996)
3.4.1-13	<b>Errors and Omissions</b> (July 1996)
3.4.2-6	<b>Taxes - Contracts Performed in U.S. Possessions or Puerto Rico</b> (October 1996)
3.4.2-8	<b>Federal, State, and Local Taxes - Fixed-Price Contract</b> (April 1996)
3.5-1	<b>Authorization and Consent</b> (January 2009)
3.5-2	<b>Notice and Assistance Regarding Patent and Copyright Infringement</b> (January 2009)
3.5-13	<b>Rights in Data - General</b> (January 2009)
3.6.1-1	<b>Notice of Total Small Business Set-Aside</b> (January 2010)
3.6.1-7	<b>Limitations on Subcontracting</b> (July 2008)
3.6.1-15	<b>Post-Award Small Business Program Representation</b> (April 2011)
3.6.2-2	<b>Convict Labor</b> (April 1996)
3.6.2-9	<b>Equal Opportunity</b> (August 1998)
3.6.2-12	<b>Equal Opportunity for Veterans</b> (February 2011)
3.6.2-13	<b>Affirmative Action for Workers With Disabilities</b> (October 2010)
3.6.2-16	<b>Notice to the Government of Labor Disputes</b> (April 1996)
3.6.2-39	<b>Trafficking in Persons</b> (January 2008)
3.6.3-11	<b>Toxic Chemical Release Reporting</b> (April 2008)
3.6.3-13	<b>Recycle Content and Environmentally Preferable Products</b> (April 2009)
3.6.3-16	<b>Drug Free Workplace</b> (February 2009)
3.6.4-10	<b>Restrictions on Certain Foreign Purchases</b> (January 2010)
3.9.1-1	<b>Contract Disputes</b> (September 2009)
3.9.1-2	<b>Protest After Award</b> (August 1997)
3.10.1-7	<b>Bankruptcy</b> (April 1996)
3.10.1-12	<b>Changes - Fixed-Price</b> (April 1996)
3.10.1-12	<b>Changes-Fixed-Price Alternate I</b> (April 1996)
3.10.1-25	<b>Novation and Change-of-Name Agreements</b> (October 2007)
3.10.2-1	<b>Subcontracts (Fixed-Price Contracts)</b> (April 1996)
3.10.6-1	<b>Termination for Convenience of the Government (Fixed Price)</b> (October 1996)

- 3.10.6-4 Default (Fixed-Price Supply and Service)** (October 1996)
- 3.13-3 Printing/Copying Double-sided on Recycled Paper** (July 2008)
- 3.13-5 Seat Belt Use by Contractor Employees** (January 1999)
- 3.13-11 Plain Language** (July 2006)
- 3.13-13 Contractor Policy to Ban Text Messaging While Driving** (February 2011)
- 3.13-14 Reporting Executive Compensation and First-Tier Subcontract Awards** (April 2011)

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**PART III - SECTION J - LIST OF ATTACHMENTS**

<b><u>ATTACHMENT</u></b>	<b><u>TITLE</u></b>	<b><u>NO. OF PAGES</u></b>
<b>1</b>	<b>Sample Client Authorization Letter</b>	<b>1</b>
<b>2</b>	<b>Past Performance Survey</b>	<b>3</b>

(Remainder of this page left blank)



**PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS  
OF OFFERORS**

**K.1 BUSINESS DECLARATION**

- 1 Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_
- 2 Address of Firm: \_\_\_\_\_ DUNS No.: \_\_\_\_\_
- 3 a. Telephone Number of Firm: \_\_\_\_\_ b. Fax Number of Firm: \_\_\_\_\_
- 4 a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
- 5 Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) \_\_\_\_\_ ☐ f. Other (*Specify*) \_\_\_\_\_
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*) \_\_\_\_\_
- 7 Nature of Business (*Specify all services/products (NAIC)*) \_\_\_\_\_
- 8 (a) Years the firm has been in business \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |                 |            |
|-----------------|------------|
| a.1. Year _____ | b.1. _____ |
| a.2. Year _____ | b.2. _____ |
| a.3. Year _____ | b.3. _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

***I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING*** \_\_\_\_\_

***ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO  
CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.***

14. a. Signature \_\_\_\_\_ b. Date: \_\_\_\_\_
- c. Typed Name \_\_\_\_\_ d. Title: \_\_\_\_\_

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

## **K.2 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)**

**CLA.0126**

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 611430.
- (2) The small business size standard is \$5.0 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 0 employees.

## **K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999)**

**CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

## **K.4 SECTION 508 OF THE REHABILITATION ACT OF 1973 CERTIFICATION (SEP 2001)**

**CLA.4547**

By signature on this offer, the contractor certifies that all electronic and information technology offered herein (both equipment and services) complies with the requirements of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). For details of the Rehabilitation Act of 1973, see the information at <http://www.section508.gov>.

### **3.2.2.3-10 Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country)

### **3.2.2.3-15 Authorized Negotiators (July 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in

connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

**3.2.2.3-23 Place of Performance** (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Name of owner and operator, if other than the owner: \_\_\_\_\_

**3.2.2.3-35 Annual Representations and Certifications** (July 2004)

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated \_\_\_\_\_ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

**3.2.2.3-70 Taxpayer Identification** (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

### **3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### **3.6.2-5 Certification of Nonsegregated Facilities (February 2009)**

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

#### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

**3.6.2-6 Previous Contracts and Compliance Reports (April 1996)**

The offeror represents that--(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**3.6.3-10 Certification of Toxic Chemical Release Reporting (April 2009)**

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

\_\_\_(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

(b) Major group code 12 (except 1241).

(c) Major group code 20 through 39.

(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).

(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act,

Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

\_\_\_(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

### **3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification.** (February 2011)

(a) Definition.

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

### **3.1-1 Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

#### **3.2.5-2 Independent Price Determination** (October 1996)

#### **3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions** (October 2010)

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**PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND  
NOTICE TO OFFERORS**

**L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS:**

**L.1.1 COMPETITION**

This procurement will be set-aside and restricted for competition among the following types of small business: **Socially and Economically Disadvantaged Business (SEDB) with 8(a) certification.**

**L.1.2 POINT OF CONTACT**

The Procurement Contract Specialist (PCO), **Monica L. Rudolph**, is the **sole** point of contact for this acquisition. All written questions, correspondence, and submittals must be sent to the Contract Specialist at the address specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award) or via e-mail to [monica.rudolph@faa.gov](mailto:monica.rudolph@faa.gov). DO NOT CONTACT THE PROGRAM OFFICE OR PROGRAM OFFICE PERSONNEL AT ANY TIME REGARDING THIS ACQUISITION. Doing so could put your company at risk to be eliminated from competing.

**L.1.3 SOURCE SELECTION**

This source selection will be conducted in accordance with the Federal Aviation Administration's (FAA) Acquisition Management System (AMS). This source selection will be based on a best value determination. Accordingly, award will be made to the responsible offeror whose offer conforms to the requirements of the solicitation and is judged to represent the best value to the FAA. The best value is defined as the proposal that presents the most advantageous solution to the FAA, based on the evaluation of technical, past performance, cost/price, and other factors specified in this evaluation plan and SIR.

The best value process permits tradeoffs among cost or price and non-cost factors and does not require that award be made to either the Offeror submitting the highest rated proposal or the Offeror submitting the lowest price, although the ultimate award may be to either one of those Offerors. Furthermore, the FAA does not intend to make an award to an Offeror who proposes a significantly higher overall price to achieve slightly superior technical approach. Award will be made to the Offeror whose proposal is determined to represent the best value to the FAA. While the Government source selection evaluation team and the source selection official (SSO) strive for maximum objectivity, the source selection process, by its nature, is subjective; therefore, professional judgment is implicit throughout the entire process.

The award selection will be determined from FAA review of each proposal and evaluation of the representations submitted by each offeror. The offeror must submit their proposal in accordance with instructions and evaluation factors identified in Section L and Section M. Non-conformance with these instructions may result in an unfavorable proposal evaluation. FAA review and evaluation shall be conducted in accordance with the evaluation criteria in Section M.

**L.1.4 COMMUNICATIONS WITH OFFERORS**

All referenced documents for this solicitation are available on the FAA Contract Opportunities web site at <http://faaco.faa.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more Offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other Offerors, since communications may be offeror-

specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal, as received, without discussion.

No questions shall be submitted for consideration unless received ten days prior to final solicitation response date.

### **L.1.5 EXPENSES RELATED TO OFFEROR SUBMISSIONS**

This SIR is not to be construed as a contract or a commitment of any kind. The Government and the FAA shall not be liable for payment of nor reimburse offerors or contractors for any and all costs incurred in the preparation and/or submittal of a proposal in response to this SIR or a resultant task order. All proposal preparation and/or submittal costs are at the risk of the offeror or contractor. Proposals received from offerors will not be returned to the offerors. Proposal originals will be retained in the contract file. The Contracting Officer will destroy all other copies.

### **L.1.6 DEBRIEFINGS**

In accordance with AMS 3.2.2.3.1.4, offerors who participated in the competitive process will be given three (3) working days from receipt of the award notification or removal from the competitive range determination notification to request a debriefing. Requests for a debriefing shall be made in writing and submitted to the PCO. To the maximum extent practicable, debriefings will be conducted within five (5) business days after the request.

## **L.2 SUBMISSION OF PROPOSALS**

All offers are subject to all terms and conditions set forth and contained in this SIR. If all requested information is not furnished in the offeror's proposal, the offeror's proposal may be determined to be non-responsive and ineligible for contract award. Only one proposal from each offeror shall be considered. The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements. The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

Sealed offers in original format and required copies as indicated in Table L.3.1 of section L3 below for furnishing the supplies or services in the Schedule will be received at the depository located in Room 313, Multi-Purpose Building, until 3:00 p.m. local time, as specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award).

Offerors submitting proposals by hand-delivery will need to consider allowing sufficient time to process through the security procedures in place at the Mike Monroney Aeronautical Center (MMAC). Overnight delivery of proposals in response to this SIR may also be impacted if not sent in sufficient time to allow for the special mail handling procedures in place at the MMAC.

**CAUTION – Late Submissions, Modifications, and Withdrawals:** See Section L, AMS Provision 3.2.2.3-14. All offers are subject to all terms and conditions set forth and contained in this solicitation. Electronic submissions are acceptable; however, the original and required copies of the proposals must be received by the due date and time specified.

## **L.3 PROPOSAL PREPARATION INSTRUCTIONS**

Each offeror will submit information identified in the volumes as set forth in Table L.3.1 below. *Complete written proposal submissions for all volumes and an electronic copy for volumes II and III on compact disk (cd) are required.* CDs shall be compatible with Microsoft Office 2003. In the event of a discrepancy between the CD and proposal information, the submitted proposal (hard copy) will take precedence.

The titles and contents of the volumes should be as defined in Table L.3.1 of this document along with the required number of hard copies (not electronic). Page limitations should be treated as maximums. The data submitted should be complete, concise and relevant to the requirements of the SIR and are required to be submitted in the format outlined below.

**TABLE L.3.1 PROPOSAL ORGANIZATION**

Volume Number	Volume Title	Type of Proposal	Page Limit	Copies	Number of CD-ROMS
I	<b>Section 1:</b> Contract/SIR Documentation ----- <b>Section 2:</b> Past Performance Contract List	Written	All SIR Pages (Sections A-K) ----- 6 Pages	Original	0
II	Technical Proposal*	Written	100 Pages Maximum	Original + 3	1
III	Cost/Price Proposal	Written	No Page limit	Original	1 Microsoft Excel Format

\*No References shall be made to price in Volume II.

### L.3.2 FORMATTING INSTRUCTIONS

- 1) No smaller than one (1) inch Margins around the perimeter of each sheet of paper.
- 2) Printing may be on one side only. If printing is on both sides of the paper it will be counted as two pages.
- 3) Page size shall be 8.5 x 11 inches.
- 4) Single or double spacing (Offeror's option)
- 5) Font: no smaller than 10 point. Times New Roman or Arial font style preferred.
- 6) Each proposal must be submitted in bound volumes as defined in the above table. A cover sheet must be affixed to each volume, which clearly identifies each Volume, Volume Number, Copy Number (i.e., copy 1 of 3), the SIR identification number, and the Offeror's name. Each Volume must be separately bound. The original must be clearly marked as "Original"/Copy 1.
- 7) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.
- 8) Tab indexing shall be used to identify all proposal sections. Each volume shall be organized such that an extensive search of the proposal is not necessary for its review.
- 9) All volumes should be marked "Procurement Sensitive." (Exception: Volume I, Section 1: Contract/SIR Documentation).
- 10) All sections shall be submitted to the Contracting Officer not later than the proposal due date and time.

### L.3.3 CONTRACT/SIR DOCUMENTATION – VOLUME I

Volume I shall consist of the following two (2) sections:

- **SECTION 1 - CONTRACT/SIR DOCUMENTATION**

This section of this volume will provide necessary documentation to the FAA for preparing the contract document and supporting file. This shall include all SIR pages Section A through K. Offerors' must complete and sign and date Section A, Standard Form 33 Solicitation, Offer, and Award (SF-33). Blocks 12-18. Contractor fill-ins are self-explanatory. The SF-33, block 17 must be signed by an agent of the company authorized to make the offer. Offerors must complete all CLINs and Total Price for Section B,

Supplies or Services and Prices/Costs; all required clause fill-in in all sections of the SIR, Section K - Representations and Certifications with all required information and signatures. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in all SIR Sections A through M and the attachments. Offerors must clearly identify an exception to the solicitation terms and conditions and provide complete accompanying rationale. The FAA may consider offerors who take exception to the terms and conditions of SIR Sections A through M to be unacceptable and therefore ineligible for award, and such offerors may not be given the opportunity to revise their offers.

Offerors shall provide the Name, Title, Email, and Telephone Number of the company/division point of contact regarding decisions made with respect to your proposal and who possesses the authority to obligate your company contractually.

-----

- **SECTION 2 – PAST PERFORMANCE CONTRACT LIST**

The Offeror must provide the following information for a minimum of three (3) recent contracts of similar size, complexity and scope to this acquisition awarded within the last five (5) years.

- Company Name
- Program Title
- Name of Customer and address
- Contract Number
- Contract Type
- Points of Contact (POC)
  - Contracting Officer: Name/Telephone/Email/Fax:
  - Program Officer: Name/Telephone/Email/Fax:
- Period of Performance
- Offeror's Role (Prime, Subcontractor):
- Total Contract Ceiling
- Relationship of this task to the SOW requirements in this SIR (domain, size, and complexity)
- Project Description

Additionally, the Offeror shall complete and forward Attachment # 1 "Sample Client Authorization Letter" to those clients identified in the Contracts Listing described above along with Attachment # 2 "Past Performance Survey" for the client to complete. As stated in the "Sample Client Authorization Letter", the client shall complete and submit the "Past Performance Survey" directly to the FAA Contracting Officer at the address below.

FAA Contract Specialist: Monica Rudolph, AMQ-310  
Federal Aviation Administration  
Mike Monroney Aeronautical Center  
6500 S. MacArthur Blvd, MPB Rm 377  
Oklahoma City, OK 73169

This may be submitted to email: [monica.rudolph@faa.gov](mailto:monica.rudolph@faa.gov) or fax 405-954-9468 instead.

The Offeror is responsible for ensuring that clients complete and submit the Past Performance Survey to FAA before the proposal due date.

### **L.3.4 TECHNICAL PROPOSAL- VOLUME II**

The contractor shall submit a written technical proposal describing their abilities to provide the required services identified in the Performance Work Statement (Section C). The Technical proposal must validate the technical factors described herein. The technical proposal must be specific and in sufficient detail to enable an evaluation team to make a thorough evaluation to determine if the proposed services meet the

requirements of the Government and to determine that the offeror has a thorough understanding of the requirement. Responses will be evaluated against the evaluation factors as defined in Section M.

Offerors are advised to submit proposals, which are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations. General statements that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the FAA's requirements, will not be considered adequate and will be reflected in lower evaluation scores or may be cause for rejection of the proposal.

**A table of contents page should be included at the beginning of Volume II to reference the specific page number(s) where the Government may easily locate the information directly addressing each technical evaluation Factor/Sub-Factor. The factors/sub-factors shall be addressed in chronological order and shall be tabbed for ease of reference.**

In Technical Proposal Volume II, offerors must address each of the following Technical Evaluation Factors/Sub-Factors:

## **FACTOR 1: TECHNICAL**

### **SUB-FACTOR 1.1: SOFTWARE FAMILIARITY**

The offeror must submit evidence of recent (within last five years) professional experience using the software required in performance of this contract. A resume shall be submitted as well as a detailed explanation of the extent of experience using the software. Multiple persons with combined experience may be used to satisfy this requirement. The offeror must demonstrate at least 3 years experience using Adobe Captivate (version 5), Presenter (version 7) and Flash. The offeror must also demonstrate at least 1 year experience using Adobe Connect. PWS 7.0

### **SUB-FACTOR 1.2: BACKGROUND AND EXPERIENCE**

The proposal must provide evidence that the offeror has experience in developing interactive online training courses similar to the magnitude and complexity of the requirements stated in the PWS. The offeror must provide evidence of experience by providing at least 3 contracts or subcontracts in progress or completed within the last 5 years. The offeror must provide information regarding the approximate number of online training courses developed within the last 5 years. A premium is placed upon breadth of experience (years in business and number of customers) and depth of support (type of courses developed, interactivity). The Offerors must provide evidence that the offeror has a minimum of 5 years experience as a training development vendor for internet-based training. PWS 7.0

### **SUB-FACTOR 1.3: NAVIGATIONAL DESIGN & COURSE FEATURES**

The offeror must demonstrate their ability to develop on-line training that has the course features specified and meets the navigational requirements as specified in the PWS 5.0, 5.1, 5.2 and 5.3. Offer must provide proof of developing interactive self-paced training by submitting a valid link to a sample on-line course.

### **SUB-FACTOR 1.4: INSTRUCTIONAL DESIGN, GRAPHIC & TECHNICAL WRITING**

The offeror must demonstrate evidence of at least three (3) years of experience in Instructional design, graphic design and technical writing. PWS 7.0. The offeror shall submit a resume demonstrating the required level of experience as well as a detailed explanation of the extent of experience. Multiple persons with combined experience may be used to satisfy this requirement. A sample of completed graphic design work and technical writing excerpt shall also be included as evidence of the offeror meeting required experience.

### **SUB-FACTOR 1.5: ABILITY TO MEET OR EXCEED SCHEDULE**

The Offeror will be evaluated on their ability to demonstrate course completion within 24 weeks after award. The offeror shall submit a proposed detailed milestone plan covering all stages of the project as required per PWS 9.0.

### **L.3.5 PRICE PROPOSAL – VOLUME III**

This volume shall contain Contractor pricing as follows:

- 1) The offeror must include in its price proposal **a completed Section B**. Each CLIN must include pricing. The Total Price must be calculated for the entire effort as Firm-Fixed-Price.

Note: The Government anticipates that pricing of this action will be based on adequate price competition; If however, competition does not materialize, the Contracting Officer may require upon request “other than certified cost and pricing” deemed necessary to adequately evaluate the reasonableness of the price after receipt of proposals.

### **NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)**

**CLA.2710**

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

### **REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)**

**CLA.4533**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

### **3.2.2.3-20 Electronic Offers (July 2004)**

- (a) The offeror (you) may submit responses to this SIR by the following electronic means: Fax or e-mail. Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to Monica Rudolph Fax Number: 405-954-9468 or email:

[monica.rudolph@faa.gov](mailto:monica.rudolph@faa.gov)

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

### **3.2.4-1 Type of Contract** (April 1996)

The FAA contemplates award of an Firm Fixed-Price contract.

### **3.9.1-3 Protest** (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers** (July 2004)
- 3.2.2.3-6 Submittals in the English Language** (July 2004)
- 3.2.2.3-7 Submittals in U.S. Currency** (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals** (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests** (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offer** (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data** (July 2004)
- 3.2.2.3-17 Preparing Offers** (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations** (February 2009)
- 3.2.2.3-19 Contract Award** (July 2004)
- 3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number** (April 2006)

(Remainder of this page left blank)



## **PART IV - SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 BASIS FOR CONTRACT AWARD**

#### **M.1.1 AWARD SELECTION**

This source selection will be conducted in accordance with the Federal Aviation Administration's (FAA) Acquisition Management System (AMS). This source selection will be based on a best value determination. Accordingly, award will be made to the responsible offeror whose proposal is judged to represent the best value to the FAA. The best value is defined as the proposal that presents the most advantageous solution to the FAA, based on the evaluation of technical, past performance, cost/price, and other factors specified in the SIR.

The best value approach will utilize technical and cost/price trade-offs and does not require that award be made to either the Offeror submitting the highest rated proposal or the Offeror submitting the lowest price, although the ultimate award may be to either one of those Offerors. Furthermore, the FAA does not intend to make an award to an Offeror who proposes a significantly higher overall price to achieve slightly superior technical approach. Award will be made to the Offeror whose proposal is determined to represent the best value to the FAA. While the Government source selection evaluation team and the source selection official (SSO) strive for maximum objectivity, the source selection process, by its nature, is subjective; therefore, professional judgment is implicit throughout the entire process.

#### **M.1.2 NUMBER OF CONTRACTS TO BE AWARDED**

The Government intends to select one contractor for this acquisition. However, the Government reserves the right to award no contract at all, depending on the quality of the proposals, prices submitted and the availability of funds. Multiple awards will not be considered.

#### **M.1.3 REJECTION OF UNREALISTIC OFFERS**

The Government may reject any proposal that is evaluated to be unrealistic in terms of program requirements, contract terms and conditions, or an unrealistically high or low price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

#### **M.1.4 CORRECTION POTENTIAL OF PROPOSALS**

The Government will consider, throughout the evaluation, the "correction potential" of any proposal uncertainty. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's proposal not meeting the Government's requirements is not considered correctable, the offeror may be eliminated from the competitive range.

#### **M.1.5 COMPETITIVE RANGE DETERMINATION**

Pursuant to the AMS, the FAA reserves the right to make one or more competitive range determinations during this evaluation. During the evaluation process multiple competitive range determinations may be made that eliminate Offerors from the competition. A competitive range determination may eliminate Offerors based on their initial proposal evaluation results, after discussions (if necessary), prior to issuance of the Final Proposal Revision request (if applicable) or for efficiency. If Offerors are excluded from the competitive range they may request a debriefing in accordance with AMS 3.2.2.3.

#### **M.1.6 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS**

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or sub-factors. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale.

#### **M.1.7 ELIGIBILITY FOR AWARD**

An offeror must be determined responsible to be eligible for award. To be determined responsible, the Offeror must satisfy the standards listed in AMS Section 3.2.2.2. To be eligible for award, the contractor must be technically and financially capable of performing the work.

#### **M.1.8 EVALUATION PROCESS**

Each proposal will be evaluated on the basis of its written submissions, including cost/price information. Separate technical and cost/price proposals are required as described in Section L. Proposals must be submitted in accordance with the instruction of Section L.

Upon receipt of proposals, the Government will conduct an initial evaluation. The Government may conduct communications with offerors whose exclusion from or inclusion in the competitive range is uncertain. Communications shall not provide an opportunity for any Offeror to revise its proposals. Each proposal will be evaluated in accordance with the factors and sub-factors listed below. These factors are listed in descending order of importance in M.2. Cost/price proposals will not be rated or scored but evaluated on the basis of completeness, reasonableness, and realism and applied in the determination of best value. The technical evaluation team will not have access to cost/price proposals during the initial detailed evaluation. After completion of the initial detailed evaluation, the technical evaluation teams may have access to price proposals only as authorized by the Contracting Officer. The offer that provides the overall best value to the government will be selected.

Additional information may be requested from offerors. The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and cost/price.

**SECTION M CONTINUED ON NEXT PAGE**

## M.2 EVALUATION FACTORS FOR AWARD

Evaluation of all Offerors will be made in accordance with the criteria outlined in this section. The proposals will be evaluated according to the following factors/sub factors:

### **FACTOR 1: TECHNICAL**

**SUB-FACTOR 1.1: SOFTWARE FAMILIARITY**

**SUB-FACTOR 1.2: BACKGROUND AND EXPERIENCE**

**SUB FACTOR 1.3: NAVIGATIONAL DESIGN & COURSE FEATURES**

**SUB-FACTOR 1.4: INSTRUCTIONAL DESIGN, GRAPHIC & TECHNICAL WRITING**

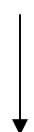
**SUB-FACTOR 1.5: ABILITY TO MEET OR EXCEED SCHEDULE**

### **FACTOR 2: PAST PERFORMANCE**

### **FACTOR 3: COST/PRICE (Not scored but will be applied in the determination of best value)**

### **ORDER OF IMPORTANCE :**

The five (5) Technical Sub-Factors are listed in **descending** order of importance as follows:

- 
- Sub-Factor 1.1
  - Sub-Factor 1.2
  - Sub-Factor 1.3
  - Sub-Factor 1.4 and Sub-Factor 1.5 are of equal importance

**If any Technical Sub-factor receives a rating less than 2.0 Satisfactory, the proposal will be considered technically unacceptable and will not be eligible for award.**

Technical rating is the most important evaluation factor with past performance being significantly less important and price/cost being of least importance. As differences in technical proposals become less distinct, more consideration will be given to past performance and price and applied in the determination of best value.

## **FACTOR 1: TECHNICAL**

### **TECHNICAL PROPOSAL: VOLUME II**

### **SCORING OF TECHNICAL PROPOSAL, VOLUME II**

The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. General statements that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the FAA's requirements, will not be considered adequate and will be reflected in lower evaluation scores or may be cause for rejection of the proposal. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation solely on the information presented in the offeror's proposal. The Government will not assume that an Offeror possesses any capabilities not specified in the written proposal.

Source Evaluation Team (SET) members will rate technical proposal evaluation factors/sub-factors using a numerical rating scale corresponding to a 4-point scale (4.0, 3.0, 2.0, 1.0, 0.0). For the final rating, any significant deviations will be reconciled and a consensus rating determined. Each Sub-Factor will be scored and weighted in order to derive a total score out of a possible 100 for the Technical Capability Factor. *(For purposes of calculation on a scale out of 100 it will be necessary to convert the ratings as follows: 0.0 = 0, 1.0 = 25, 2.0 = 50, 3.0 = 75, 4.0 = 100.)* The numerical score will be applied in the determination of best value. The numerical ratings must support the following described assumptions:

- a. **(4.0):** All aspects of the evaluation factor are addressed in a highly competent and logical fashion. Information provided clearly demonstrates that requirements can be met in a manner which far exceeds minimums. Weaknesses are not evident to any degree.
- b. **(3.0):** All aspects of the evaluation factor are addressed in a highly competent and logical fashion. Information clearly demonstrates that requirements can be met in a manner, which exceeds minimums. Weaknesses, if evident, are insignificant.
- c. **(2.0):** All aspects of the evaluation factor are addressed in a competent and logical fashion. Information indicates that minimum requirements can be met. Any weaknesses will not seriously degrade performance, or can be corrected with reasonable effort.
- d. **(1.0):** Most aspects of the evaluation factors are addressed. However, information provided does not demonstrate that minimum requirements can be fully met. Weaknesses are significant and will require considerable effort to correct.
- e. **(0.0):** Fails to address key aspects of the evaluation factor. Information provided indicates that minimum requirements cannot be met. Proposal demonstrates a lack of understanding of requirements in major areas. Weaknesses are significant and will require major correction(s).

**If any Technical Sub-factor receives a rating less than 2.0, the proposal will be considered technically unacceptable and will not be eligible for award.**

The following Factors and Sub-factors will be considered in the evaluation of Technical Proposal, Volume II:

## **FACTOR 1: TECHNICAL CAPABILITY FACTOR (VOLUME II)**

### **SUB-FACTOR 1.1: SOFTWARE FAMILIARITY**

The offeror must submit evidence of recent (within last five years) professional experience using the software required in performance of this contract. A resume shall be submitted as well as a detailed explanation of the extent of experience using the software. Multiple persons with combined experience may be used to satisfy this requirement. The offeror must demonstrate at least 3 years experience using Adobe Captivate (version 5), Presenter (version 7) and Flash. The offeror must also demonstrate at least 1 year experience using Adobe Connect. PWS 7.0

### **SUB-FACTOR 1.2: BACKGROUND AND EXPERIENCE**

The proposal must provide evidence that the offeror has experience in developing interactive online training courses similar to the magnitude and complexity of the requirements stated in the PWS. The offeror must provide evidence of experience by providing at least 3 contracts or subcontracts in progress or completed within the last 5 years. The offeror must provide information regarding the approximate number of online training courses developed within the last 5 years. A premium is placed upon breadth of experience (years in business and number of customers) and depth of support (type of courses developed, interactivity). The Offerors must provide evidence that the offeror has a minimum of 5 years experience as a training development vendor for internet-based training. PWS 7.0

### **SUB-FACTOR 1.3: NAVIGATIONAL DESIGN & COURSE FEATURES**

The offeror must demonstrate their ability to develop on-line training that has the course features specified and meets the navigational requirements as specified in the PWS 5.0, 5.1, 5.2 and 5.3. Offer must provide proof of developing interactive self-paced training by submitting a valid link to a sample on-line course.

### **SUB-FACTOR 1.4: INSTRUCTIONAL DESIGN, GRAPHIC & TECHNICAL WRITING**

The offeror must demonstrate evidence of at least 3 years of experience in Instructional design, graphic design and technical writing. PWS 7.0. The offeror shall submit a resume demonstrating the required level

of experience as well as a detailed explanation of the extent of experience. Multiple persons with combined experience may be used to satisfy this requirement. A sample of completed graphic design work and technical writing excerpt shall also be included as evidence of the offeror meeting required experience.

#### **SUB-FACTOR 1.5: ABILITY TO MEET OR EXCEED SCHEDULE**

The Offeror will be evaluated on their ability to demonstrate course completion within 24 weeks after award. The offeror shall submit a proposed detailed milestone plan covering all stages of the project as required per PWS 9.0.

## **FACTOR 2: PAST PERFORMANCE (VOLUME I – SECTION 2)**

Offerors will be evaluated on the ability to demonstrate successful past performance performing work of similar size, scope and effort. A distinction is made between past performance and experience. Experience simply means an offeror has “done it.” Past performance represents “how well” an offeror accomplished the effort.

Past performance information will be used to evaluate the responsibility of the contractor, and as an evaluation factor applied in the determination of best value. The Excluded Parties List System (EPLS) will be reviewed to ensure that no award will be made to a listed contractor in the EPLS database. A contractor with a record of unsatisfactory past performance will be screened out of the selection process as part of the responsibility determination. If a contractor's past performance record passes the responsibility determination, then the past performance record will be used as an evaluation factor in the SSO's best value determination.

The purpose of the past performance evaluation is to allow the government to assess the offeror's ability to perform the effort described in this SIR, based on the evaluation of offeror's demonstrated recent, relevant performance. The definitions of recent performance and relevant performance are below:

a. **Recent Performance** – Recent performance is defined as current performance, i.e., performance that is taking place at the present time, or performance occurring within the last five (5) years. The Government will not consider performance history on an effort that concluded more than five (5) years prior to this solicitation closing date.

b. **Relevant Performance** – Relevant performance has a logical connection to the work described in the solicitation and involves much of the magnitude of effort, similar scope, and complexities this solicitation requires.

In general, past performance will be evaluated on the extent of customer satisfaction with the previous performance of the offeror, the offeror's quality of previously performed services, the offeror's ability to control costs and manage contract activities, and the offeror's effectiveness in meeting schedules in providing services and products.

To evaluate Past Performance, the FAA will rely on past performance questionnaires completed by the Offeror's references as required per Section L. In addition, the FAA may use other sources of information to assess past performance, such as government past performance databases (example: PPIRS), and commercial sources. The Government may verify or obtain additional information from some or all of the references provided. The burden of providing valid, accurate past performance information rests with the offerors.

The assessment process will result in an overall performance confidence assessment of “High Confidence”, “Significant Confidence”, “Satisfactory Confidence”, “Unknown Confidence”, “Little Confidence”, or “No Confidence” as follows:

Rating	Description
20	HIGH CONFIDENCE: Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
16	SIGNIFICANT CONFIDENCE: Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
12	SATISFACTORY CONFIDENCE: Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
8	UNKNOWN CONFIDENCE: No performance record is identifiable.
4	LITTLE CONFIDENCE: Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
0	NO CONFIDENCE: Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

### FACTOR 3: COST/PRICE (VOLUME III)

The Price/Cost Proposal will be evaluated on the basis of the unit prices and the total proposed price of all CLINS indicated in Section B and will be considered in making award decision.

The SSO will assess each cost/price proposal for completeness to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the SIR.

The SSO will evaluate Offerors' proposed prices for reasonableness and realism. A price is reasonable if it does not exceed what a prudent person would pay in the conduct of a competitive business. It is anticipated that proposed prices received resulting from this SIR will be determined fair and reasonable based on adequate price competition. If reasonableness of price is not determined through adequate price competition, then the SSO may require and utilize additional information or supporting data to establish the reasonableness of price.

Realism is an assessment of the Offeror's proposed price elements and the extent to which such elements are realistic for the work performed, reflect a clear understanding of the contract requirements and are consistent with the technical proposal. Unbalanced or unrealistic estimates will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of contract requirements, and may be grounds for rejection of the proposal. Evaluation of Optional CLINSs (if applicable) shall not obligate the Government to exercise such option(s).

Price will not be scored and will be evaluated separately and applied in the SSO's determination of best value.

## M.5 AMS CLAUSES

### 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

**3.3.1-30 Progress Payments Not Included** (November 1997)

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**ATTACHMENT #1****Sample Client Authorization Letter**

Dear “Client”:

We are currently responding to the Federal Aviation Administration (FAA) Request for Proposal: DTFAAC-11-R-00127 the procurement of development of Hazardous Materials Regulations (HMR) Web based training course and source code.

The FAA is placing increased emphasis in its procurements on past performance as an evaluation factor. The FAA is requiring that clients of entities responding to its solicitation be identified and their participation in the evaluation process be requested. Please complete and submit the attached Past Performance Survey directly to the FAA Contracting Officer identified below. FAA provided the following order of preference for submission of the completed surveys: 1) Email; 2) Fax; 3) Regular Mail. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

Please be advised that FAA has stated in the solicitation for this effort that the Past Performance Surveys it receives will be considered sensitive and will not be released to the offeror being evaluated or otherwise outside of its source selection team.

FAA Contract Specialist: Monica Rudolph, AMQ-310  
Federal Aviation Administration  
Mike Monroney Aeronautical Center  
6500 S. MacArthur Blvd, MPB Rm 377  
Oklahoma City, OK 73169

Email: [Monica.Rudolph@faa.gov](mailto:Monica.Rudolph@faa.gov)  
Fax: 405-954-9468

We have identified Mr./Ms. \_\_\_\_\_, of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to: \_\_\_\_\_.

Sincerely,



**ATTACHMENT # 2****PAST PERFORMANCE QUESTIONNAIRE****Control Number: DTFAAC-11-R-00127****TO BE COMPLETED BY THE OFFEROR:****I. CONTRACT INFORMATION -**

1. This questionnaire relates to work performed by (Name of Contractor/Company/Division):  
\_\_\_\_\_
2. Contract Number: \_\_\_\_\_
3. Contract type: \_\_\_\_\_
4. Contract Total Value: \$ \_\_\_\_\_
5. Contract start-completion dates: \_\_\_\_\_
6. Description of Work performed: \_\_\_\_\_  
\_\_\_\_\_

**TO BE COMPLETED BY THE EVALUATOR:**

The Department of Transportation, Federal Aviation Administration is interested in your assessment of the named company's performance on your contract for the purpose of utilizing this information to evaluate the contractor's probability of successfully performing a federal government requirement that is currently being advertised.

Please complete and submit no later than 3:00pm CST on **June 27<sup>th</sup>, 2011**.

Is the information provided above in questions 1-6 accurate and correct to the best of your knowledge?

Yes\_\_\_ No\_\_\_

If "No," why not?

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**PAST PERFORMANCE QUESTIONNAIRE (CONTINUED)****II. PAST PERFORMANCE EVALUATION**

Please rate the Contractor as "Excellent" (E), "Good" (G), "Satisfactory" (S), "Marginal" (M), "Unsatisfactory" (U) or "Unknown" (N/A) in the following areas:

**A. QUALITY OF PRODUCT OR SERVICES**

1. Compliance with contract terms and conditions.  
Rating: \_\_\_\_\_

- 2. Quality of services and support provided including content and accuracy of technical, cost, or other reports.  
Rating: \_\_\_\_\_

B. TIMELINESS OF PERFORMANCE

Timely completion of deliverables and/or milestones on tasks.  
Rating: \_\_\_\_\_

C. COST CONTROL

- 1. Adherence to target costs on the contract level and at the task level.  
Rating: \_\_\_\_\_
- 2. Cost overrun and change proposals submitted were reasonably priced and contained all appropriate supporting documentation.  
Rating: \_\_\_\_\_

D. BUSINESS PRACTICES

- 1. Contractor's skills in efficiently and effectively allocating and directing personnel and resources to meet customer needs.  
Rating: \_\_\_\_\_
- 2. Contractor's reasonable and cooperative behavior, flexibility, as well as their responsiveness to inquiries from your organization's technical and contract representatives.  
Rating: \_\_\_\_\_

PAST PERFORMANCE QUESTIONNAIRE (CONTINUED)

F. CUSTOMER SATISFACTION

- 1. Were there any significant problems encountered by the Contractor? Yes \_\_\_\_ No \_\_\_\_  
If yes, state the problem(s), what corrective actions were taken by the Contractor, and indicate whether you consider these corrective actions to be effective?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. Please comment on the overall satisfaction of your organization with the contractor's performance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3. Additional comments both positive and negative (please address any unfavorable ratings identified from Part II, above).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. **RESPONDENT INFORMATION**

- 1. Name of Evaluator(s): \_\_\_\_\_
- 2. Position Title: \_\_\_\_\_
- 3. Organization Name and Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_
- 5. E-mail Address: \_\_\_\_\_
- 6. Date Questionnaire Completed: \_\_\_\_\_

**Please return the questionnaire by any method as follows:**

Mailing Address:  
Federal Aviation Administration  
Mike Monroney Aeronautical Center  
Attention: Monica Rudolph, AMQ-310  
6500 S. MacArthur Blvd, MPB Bldg Rm 377  
Oklahoma City, OK 73169-6901

Fax: (405) 954-9468

E-mail: monica.rudolph@faa.gov

\* \* \* NOTE: If emailing, Please make Subject of  
E-mail as follows:  
**SURVEY RESPONSE: DTFAAC-11-R-00127**

For questions, please contact Ms. Rudolph at (405) 954-4137

**THANK YOU FOR YOUR TIME IN COMPLETING THIS QUESTIONNAIRE**